

REMARKS

Claims 1–11, 13–18, 20–37, 39–43, 45–60, 62–65, 67–81, 83–85, and 87–103 are pending in the Application, of which Claims 1, 27, 52, 53, 74, 94, 95, 97, and 98 are independent. All claims stand rejected under 35 U.S.C. § 103(a). Applicants are herein amending Claims 1, 27, 52, 53, 74, 94, 95, 97, and 98, in the Claim Listing above, in order to clarify embodiments of the present invention as discussed in an Examiner’s Interview; no new matter is believed to be added by way of these amendments.

Statement of Substance of Interview

An Examiner’s Interview was conducted via conference call on November 24, 2010 with Examiner Sonia L. Gay and Applicants’ Attorneys in attendance. Applicants and Applicants’ Attorneys thank Examiner Gay for her helpful suggestions offered during the Examiner’s Interview. The substance of the interview concerned a Final Office Action, mailed from the U.S. Patent and Trademark Office on October 7, 2010. Specifically, attendees discussed possible claim amendments to the independent claims, with a focus on Claim 1, which could overcome the currently cited art. Applicants’ Attorneys suggested amending the independent claim to recite, “*the date of contact corresponding to a business transaction or inquiry made by a customer associated with the exempted destination identifier*,” where the underlined text denotes the suggested amendment. Examiner Gay agreed with this proposed amendment, and suggested Applicants amend the applicable claims in Applicants’ next response. In addition, Examiner Gay suggested Applicants clarify the claim language, “prohibits or allows,” as is recited in the independent claims. Applicants agreed and have amended the applicable independent claims for such clarity. Applicants thank Examiner Gay for her direction; Applicants have included the substance thereof into the claim amendments presented above in the Claim Listing.

Rejections under 35 U.S.C. § 103(a)Claims 1–11, 13–18, 21–37, 39–43, 46–51, 97, and 99–100

Claims 1–11, 13–18, 21–37, 39–43, 46–51, 97, and 99–100 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Garfinkel, U.S. Patent No. 6,330,317 (hereinafter “Garfinkel”), in view of Wexelblat, U.S. Patent Pub. No. 2005/0144279 (hereinafter “Wexelblat”). Applicants respectfully disagree.

The Office correctly acknowledges that Garfinkel fails to disclose, “*a date of contact associated with each exempted destination identifier, the date of contact corresponding to a business transaction or inquiry by a customer associated with the exempted destination identifier,*” as recited in Applicants’ Claim 1. The Office cites Wexelblat as being said to teach this element.

Applicants note that Claim 1 has been amended, in the Claim Listing above, to recite, “*the date of contact corresponding to a business transaction or inquiry made by a customer associated with the exempted destination identifier.*” Applicants respectfully submit that, upon entrance of this Amendment, Claim 1 is patentably distinguishable over Wexelblat because Wexelblat merely discloses a “transactional period” for communications based on a current or future transaction, and, not “*a business transaction or inquiry made by a customer,*” as in Applicants’ Claim 1 as currently amended.

In addition to the above-presented amendment, Applicants respectfully submit that Applicants’ Claim 1 is further patentably distinguishable over Wexelblat for the reasons presented below.

Before addressing the substantive arguments, Applicants believe a brief overview of Wexelblat may be helpful for clarifying the patentably distinguishing features of Applicants’ invention of Claim 1.

Wexelblat describes a system, known as a white-listing system, which guards against anticipated communications being accidentally marked or blocked as spam by other communication filters by using an out-of-band communication system. An out-of-band communication contains information identifying an expected communications sender and an intended communications recipient. A white-listing system, as in Wexelblat, “accepts communications from any user who appears on the white-list.” Wexelblat, para. [0002].

Conversely, a black-listing system blocks communications from any user who appears on the black-list.

Wixelblat facilitates electronic communications between two entities that receive communication from an authorized third-party source. Based on the received out-of-band communication, the identifying information for the expected communications sender is added to a list of approved communications senders (white-list) associated with the recipient. *See* Wixelblat, para. [0016]. The addition of a user to a white-list can occur in response to a trigger, where the trigger can indicate “that desirable/non-spam communications likely will be received from the user during some temporary time period or on/before some triggering event.” Wixelblat, para. [0026]. Thereafter, a user can be removed from a white-list upon the occurrence of an end trigger, “which may include an event (such as receipt of the communication) or expiration of a specified period of time or time threshold.” Wixelblat, para. [0026]. The purpose of Wixelblat is to “permit the transactional white-listing of users for a limited time necessary to ensure the intended recipient receives the anticipated communications.” Wixelblat, para. [0026].

Turning to the substantive arguments, in the Response to Arguments section on page 18 of the instant Office Action, the Office points to paragraphs [0052] and [0063] of Wixelblat for the elements of Applicants’ Claim 1 acknowledged to be missing from Garfinkel. However, Applicants respectfully submit that the cited paragraphs of Wixelblat are merely describing a method of allowing a user to specify certain parameters in regard to adding and/or removing a user (sender) from a white-list.

Specifically, Wixelblat discloses that an interface shown to the recipient (viewer) can “provide options to the viewer to permit the viewer to specify and control certain parameters of the transactional white-listing. The viewer can then specify, for instance, that the user is to be transactionally white-listed for three weeks or until the bid closes on the item the viewer is interested in buying.” Wixelblat, para. [0052]. The Office states that “[b]y necessity, an expiration date such as three weeks has to be associated with an initial or start date...[and] [p]aragraph 52 discloses that the initial date is related to some initial transaction.” Office Action, page 18.

Applicants respectfully submit that not only does paragraph [0052] of Wexelblat fail to disclose any concept of an initial date or initial transaction, no such claim element appears in Applicants' Claim 1. Applicants' claim language is not based on a "start date" or an "initial date," as argued by the Office (emphasis added). As such, Applicants submit that it is moot that an expiration date has to be associated with some initial transaction, because Applicants' Claim 1 does not include such a limitation. Applicants' Claim 1, as currently amended, recites, "*the date of contact corresponding to a business transaction or inquiry made by a customer*," which is patentably distinguishable from Wexelblat's time stamps and expiration dates, as well as any concept of initial date as mentioned by the Office.

In addition to paragraph [0052], the Office cites paragraph [0063] of Wexelblat. This portion of Wexelblat describes additional information that can be included in the out-of-band communication, such as an expiration date, timeout duration, or other information that could be used to set an end trigger whereby a user is removed from the white-list. None of an expiration date, timeout duration, or end trigger is "*a business transaction or inquiry made by a customer*," as recited in Applicants' Claim 1 as currently amended. As is clearly recited throughout Wexelblat, the purpose of the expiration date, timeout duration, or other end trigger is to "ensure that, for at least some transactional period," an intended recipient will receive otherwise blocked communications, where the transactional period is because of a current or future-expected transaction. *See* Wexelblat, para. [0090] (emphasis added). For example, a transactional period can be in a context that "is an online auction website, such as ebay.com, where a potential buyer of an item being sold wishes to ask the seller a question." Wexelblat, para. [0030]. In other words, all the dates or times disclosed in Wexelblat are used to ensure a certain transactional period of time for receiving communications, which is also patentably distinguishable from Applicants' "*a business transaction or inquiry made by a customer*."

As such, Applicants respectfully submit that neither Garfinkel nor Wexelblat discloses, "*a date of contact associated with each exempted destination identifier, the date of contact corresponding to a business transaction or inquiry made by a customer associated with the exempted destination identifier*," as recited in Applicants' Claim 1 as currently amended.

Therefore, in reference to the above arguments, Applicants respectfully submit that Claim 1 is novel and non-obvious over Garfinkel, alone or in combination with Wexelblat.

Independent Claims 27, 52, and 97 include similar elements presented above in reference to Claim 1, and, thus, those claims are submitted to be novel and non-obvious over the cited art for at least the same reasons. Claims 2–11, 13–18, 21–26, 28–37, 39–43, 46–51, and 99–100 depend from independent Claims 1, 27, or 97, include the same elements as the independent claims from which they depend, and are believed to be novel and non-obvious for at least the same reasons as presented above.

As such, Applicants respectfully request withdrawal of the rejections of Claims 1–11, 13–18, 21–37, 39–43, 46–52, 97, and 99–100 under 35 U.S.C. § 103(a), and allowance of same.

Claims 53–60, 62–65, 68–81, 83–85, 88–94, 98, and 101–102

Claims 53–60, 62–65, 68–81, 83–85, 88–94, 98, and 101–102 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Fergusson *et al.*, U.S. Patent Pub. No. 2003/0212566 (hereinafter “Fergusson”), in view of Garfinkel, and further in view of Wexelblat. Applicants respectfully disagree.

Applicants respectfully submit that all of independent Claims 53, 74, 94, and 98, as currently amended, include a similar element as argued above in reference to currently amended independent Claim 1 (*i.e.*, “*the date of contact corresponding to a business transaction or inquiry made by a customer associated with the exempted destination identifier*”), and Fergusson fails to cure the deficiencies of Garfinkel and Wexelblat with regard to at least this claim element.

Therefore, in reference to the above arguments, Applicants respectfully submit that independent Claims 53, 74, 94, and 98, as currently amended, include similar elements presented above in reference to Claim 1, and, thus, those claims are submitted to be novel and non-obvious over the cited art for at least the same reasons. Claims 54–60, 62–65, 68–73, 75–81, 83–85, 88–93, and 101–102, which depend from independent Claims 53 or 74 and include the same elements as the independent claims from which they depend, are believed to be novel and non-obvious for at least the same reasons as presented above.

As such, Applicants respectfully request withdrawal of the rejections of Claims 53–60, 62–65, 68–81, 83–85, 88–94, 98, and 101–102 under 35 U.S.C. § 103(a), and allowance of same.

Claims 20 and 45

Claims 20 and 45 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Garfinkel in view of Wexelblat, and further in view of Prince, U.S. Pat. Pub. No. 2004/0148506 (hereinafter “Prince”). Prince discloses a method and apparatus for a non-revealing do-not-contact lists system in which a do-not-contact list of one-way hashed consumer contact information is provided to a set of one or more entities. Claims 20 and 45 depend from Claims 1 and 27, respectively, and as such, include the same elements of the claims from which they depend. Because Prince fails to cure the deficiencies in Garfinkel and Wexelblat, Applicants submit that Claims 20 and 45 are novel and non-obvious over the cited art for at least the same reasons as presented above.

As such, Applicants respectfully request withdrawal of the rejections of Claims 20 and 45 under 35 U.S.C. § 103(a), and acceptance of same.

Claims 67 and 87

Claims 67 and 87 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Fergusson, in view of Garfinkel, further in view of Wexelblat, and further in view of Prince.

Claims 67 and 87 depend from Claims 53 and 74, respectively, and as such, include the same elements of the claims from which they depend. Because Prince fails to cure the deficiencies in Fergusson, Garfinkel, and Wexelblat, Applicants submit that Claims 67 and 87 are novel and non-obvious over the cited art for at least the same reasons as presented above.

As such, Applicants respectfully request withdrawal of the rejections of Claims 67 and 87 under 35 U.S.C. § 103(a), and acceptance of same.

Claims 95 and 96

Claims 95 and 96 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Garfinkel, in view of Brockbank *et al.*, U.S. Patent Pub. No. 2004/0066926, and further in view of Fotta, U.S. Patent No. 6,130,937 (hereinafter “Fotta”). Applicants respectfully disagree.

The Office cites Garfinkel as being said to disclose, “*establishing a second communications connection with the destination and bridging the origin communications connection to the destination communications connection*,” as recited in Applicants’ Claim 95.

On page 15 of the Office Action, the Office cites Garfinkel, col. 5, lines 29–34, as being said to disclose this element; however, no “*second communications connection*” or “*bridging*” of the communications connections is disclosed in Garfinkel. Specifically, the cited portion of Garfinkel states that, “[d]epending upon this determination [whether the call should be permitted or blocked], either the call is blocked and a message is forwarded to the telemarketer indicating that the call has been blocked or is routed normally.” The entire decision making process is very rapid. It is unlikely that a telemarketer will notice any delay in placing the call.” Garfinkel, col. 5, lines 29–34 (emphasis added). In actuality, Garfinkel is merely disclosing a conventional method of connecting a phone call from an origin (the telemarketer) to a destination (the customer) using this information in a normal manner at a telephone switch cluster. See Garfinkel, col. 5, lines 4–13. If Garfinkel’s call from the telemarketer to the customer is not blocked at the switch cluster, “the call is then automatically routed normally to the destination telephone number.” Garfinkel, col. 5, lines 14–18. In other words, Garfinkel is establishing only one communications connection, whereas Applicants’ Claim 95 recites, “*establishing a second communications connection with the destination and bridging the origin communications connection to the destination communications connection.*”

In addition, the above-cited portion of Garfinkel is also said to disclose, “*prompting for entry of another destination telephone number,*” as recited in Applicants’ Claim 95. As can be seen from the above-quoted portion of Garfinkel, no such element is taught or suggested.

The Office acknowledges that Garfinkel fails to disclose:

at the connection unit, interacting with a control unit to validate the dialed number and, upon successful validation by the control unit, prompting the client agent for identification and authentication information; at the origin, entering the identification and authentication information; at the connection unit, interacting with the control unit to validate the identification and authentication information and, upon successful validation by the control unit, prompting for the destination telephone number; [and] at the control unit, verifying that the dialed area code of the destination telephone number is valid.

As recited in Applicants’ Claim 95. The Office cites Brockbank and Fotta for Garfinkel’s failures. Applicants respectfully disagree.

Applicants respectfully note that the Office appears to have overlooked an element of Applicants’ Claim 95, namely, “*upon successful validation by the control unit, prompting for the*

destination telephone number.” However, Applicants note that no such element exists in any of Garfinkel, Brockbank, or Fotta. Specifically, the Office acknowledges that Garfinkel fails to teach this element, Brockbank is merely a system for registering the identity of a telephone terminal with a computer by verifying a codeword associating the user with the telephone/computer system, and Fotta is a system for automatic storage, enforcement, and override of consumer do-not-call requests. In other words, none of the references individually or in combination teaches that a communications connection is established with a connection unit using a dialed number, and then after successful validation of that number, and the client agent’s information, prompting the client agent for a destination number, where “*the destination number*” is a separate and distinct element from “*a dialed number*,” as recited in Applicants’ Claim 95.

Therefore, in reference to the above arguments, Applicants respectfully submit that Claim 95 is novel and non-obvious over Garfinkel, alone or in combination with Brockbank and Fotta. Claim 96, which depends from independent Claim 95 and includes the same elements as the independent claim from which it depends, is believed to be novel and non-obvious for at least the same reasons as presented above.

As such, Applicants respectfully request withdrawal of the rejections of Claims 95–96 under 35 U.S.C. § 103(a), and allowance of same.

Claim 103

Claim 103 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Garfinkel, in view of Brockbank, further in view of Fotta, and further in view of Wexelblat.

However, Applicants respectfully note that the rejection of Claim 103, on page 17 of the Office Action, appears to have left out any mention of Brockbank and Fotta in its argument for rejecting Claim 103 as being unpatentable over the four references. As such, Applicants respectfully request that the Office specifically present a rationale in order to support a conclusion of obviousness based on the cited combination of Garfinkel, Brockbank, Fotta, and Wexelblat. Because the rejection of Claim 103 lacks a clear articulation of the reasons why these features would allegedly have been obvious, the rejection cannot be supported per the requirements for establishing obviousness.

However, Applicants submit that Claim 103 depends from Claim 95, and as such, includes the same elements of the claim from which it depends. Applicants respectfully submit that Claim 103 is novel and non-obvious over the cited art for at least the same reasons as presented above in reference to Claim 95.

As such, Applicants respectfully request withdrawal of the rejection of Claim 103 under 35 U.S.C. § 103(a), and acceptance of same.

Supplemental Information Disclosure Statement

A Supplemental Information Disclosure Statement (SIDS) is being filed concurrently herewith. Entry of the SIDS is respectfully requested.

CONCLUSION

In view of the above remarks, it is believed that all claims, namely Claims 1-11, 13-18, 20-37, 39-43, 45-60, 62-65, 67-81, 83-85, and 87-103, are in condition for allowance, and it is respectfully requested that the application be passed to issue. If the Examiner feels that a telephone conference would expedite prosecution of this case, the Examiner is invited to call the undersigned.

Respectfully submitted,

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